

CONTAINER CORPORATION OF INDIA LTD.

(Government of India Undertaking)
Nagpur Container Terminal, Behind Narendra Nagar,
Ajni, NAGPUR – 440 027
PHONE 274 3301, 274 3303, 274 3305

AUCTIONEERS - Best MULYANKAN Consultants Ltd.

307-A, B.E.S.T Building, Opp. Railway Station, Andheri (West),
MUMBAI - 400 058. PHONE: 2628 5662 FAX: 2670 2917
Email: mulyankan@vsnl.com OR best@mtnl.net in
website: www.indiaauction.com

Sr. No. _____

Tender Cum Auction on Wednesday,

18th January 2006

This documents should form part of auction catalogue

1. Price of printed catalogue : Rs. 100/- (non refundable) and to be produced while entering the Auction Hall.
2. Date & Time for inspection : 16th and 17th January 2006
Between 10.00 to 17.00 hrs
3. Venue of inspection : Nagpur Container Terminal,
Behind Narendra Nagar, Ajni,
NAGPUR – 440 027
PHONE : 2743301, 2743303, 2743305
4. Submission of Tenders : The sealed Covers should be dropped in the Tender Box on the Day of the Auction placed in the auction hall between 9 a.m. to 10 a.m.
After 10 a.m. tenders would not be received and Tender Box would be removed.
5. Venue for Tender Cum Auction : Nagpur Container Terminal,
Behind Narendra Nagar, Ajni,
NAGPUR – 440 027
PHONE : 2743301, 2743303, 2743305
6. **Day, date and starting time of Tender Cum Auction** : **Wednesday, 18th January 2006 at 11.00 a.m**
7. Registration for participating bidders **Half hour before the starting time.**
(Bidders are requested to occupy their seats allotted to them atleast ten minutes before the Auction starts).

CONDITIONS FOR DISPOSAL

“BY TENDER CUM PUBLIC AUCTION”

- * **SELLER** – Seller referred in these conditions of sale, is the Department of Customs through their officers AND/OR the Custodian, **Container Corporation of India Limited**. All Payments are to be drawn in favour of **Container Corporation of India Limited** payable at Nagpur.
- * **AUCTIONEER** – Best MULYANKAN Consultants Ltd. is an agency appointed as an auctioneer to facilitate virtual auction. They are expected to facilitate organising and conducting an auction and are considered as third party not particularly interested in the item being sold for and on behalf of the **Container Corporation of India Limited**.
- * **BIDDER** - Any person representing as an individual OR as proprietor OR as a partner OR as an authorised representative of any company and who is paying the caution money deposit of Rs. 10,000/- and getting Registration at the Reception is considered as a registered bidder. One individual can represent as a bidder on his own behalf and on behalf of other persons/ companies provided he registers himself in those capacity separately i.e. for each representation he should pay separate caution money of Rs.10,000/-. (Bidder must read the terms and conditions of the auction sale very carefully and then only place his signature on the “**Acceptance Form**”. He is also expected to record his address in a BOLD capital letters, Telephone Numbers, Fax No. as the communication would be forwarded only at that address).

CONDITONS OF PARTICIPATION

1. The prospective bidders shall have to deposit a caution money of Rs. 10,000/- (refundable)/ adjustable against Earnest Money by way of **Demand Draft** favouring the “**Container Corporation of India Limited**”
2. Use of mobile phones and cross talk is strictly prohibited. Bidders are requested to keep the mobile phone out of the auction hall. However, if anyone is receiving a call on mobile OR is found making any call from mobile instrument, his caution money of Rs. 10,000/- would be immediately forfeited and debarred from participation.
3. The above referred date for auction is liable to be postponed in case of any un-scheduled/ unforeseen Holiday/ Bandh etc. In such an event a fresh schedule shall be displayed on the notice board at the venue of the auction.
4. The prospective Bidder must read the terms and conditions of the auction sale very carefully and then only place his/their signature on the “**Acceptance Form**”. Bidder shall also record his address in BOLD capital letters, Telephone Numbers, Fax No., Email as the communication would be forwarded only at that address.
5. Bidders are not expected to make any comment on the product being offered for sale once they enter the auction hall.
6. Bidders are prohibited from soliciting any clarifications on the products and the terms and conditions of sale once they enter the auction hall.
7. Any bid may be rejected without assigning any reasons.

8. Once the bidder is making his offer for a particular lot, when auction is in progress, then he should only look at the auctioneer (CRYER) and should not interact with anyone OR make any signals OR pass any messages through a friend accompanying him. It is in the interest of the bidders to follow this discipline to be a successful Bidder.
9. Bidders are expected to adhere to the business ethics and necessary discipline.
10. Bidders are expected to occupy the seats if allotted to them OR preferably in the front rows and should not shift to any other seat, once the auction start.
11. If the bidders fails to pay the required Earnest Money proportionate to the full bid price as required after the lot is knocked down in his favour, the bid shall forthwith stands cancelled and the lot shall be re-auctioned at the risk and cost of the defaulting purchaser who shall be responsible for the deficit if any in the price, but shall not be entitled to any increase arising from such re-sale. **Container Corporation of India Limited RESERVES THE RIGHT TO TAKE SUCH ACTION AGAINST DEFAULTING BIDDERS AS IT DEEM FIT INCLUDING DEBARRING THE SAID BIDDER FROM BIDDING IN THE CURRENT AND/ OR FUTURE AUCTIONS ALSO.**
12. Please note that the badge showing Bidder No. is visible to the CRYER / AUCTIONEER while making a bid.
13. **The amount of incremental bids for a particular Lot is the prerogative of the Auctioneer.**

GENERAL CONDITIONS OF SALE

14. Goods are being sold on 'AS IS and WHERE IS and WHATEVER IT IS BASIS' and "NO COMPLAINT BASIS"
15. The lot or lots shall be removed in full from the site with whatever faults and flaws in description or otherwise and no selection or sorting of the material will be allowed. Quantities, Quality, sizes, measurements, numbers and weights stated are approximate.
16. Goods are sold on the assumptions that the bidder has inspected the lot prior to bidding and knows what he is bidding for. No complaint shall be entertained after the lot is once knocked down in bidder's favour.
17. Goods may be sold singly or by clubbing them in lots as suitable, convenient and advantageous in opinion of **Container Corporation of India Limited.**
18. Where specimen samples are shown it is clearly understood that the quality of the material inside the container/ boxes/ cartons/ bales/ cases etc. may not necessarily be of exact quality, quantity, weight ,size, dimensions, specifications, features etc.
19. **Any lot or part thereof may be withdrawn from the sale at any time before it is actually physically delivered out of the campus without disclosing the reasons for such withdrawal. However, if any payment has been made it would be refunded.**

20. The highest bid for each lot shall be subject to confirmation by the auctioneer. In the event of any dispute at last or highest bid, the same shall be resolved by **Container Corporation of India Limited** at the auction hall and if need be the particular lot/ lots in question may be re-auctioned at **Container Corporation of India Limited** discretion.

ANNOUNCEMENTS

21. Announcements during the auction including announcement of additional conditions OR correction in the catalogue and/or additions or deletions of items being offered for sale are being done with the consent and knowledge of the **Container Corporation of India Limited** and it is binding on the bidder.

S.T.C./ S.T.A.

22. Subject to confirmation/ Subject to approval shall be decided and informed to the bidder by the Auctioneer on or before fifteen working days of **Container Corporation of India Limited** excluding the day of auction.

PAYMENT OF EARNEST MONEY

23. As a natural practice, at the fall of hammer the auction call for a particular lot is deemed to be concluded and the bidder in whose favour the hammer falls has to pay by Demand Draft or in cash 25% of bid money in case of confirmed acceptance and 10% in case of subject to confirmation/ approval has to be deposited as the spot payment.
24. No Bidder shall after bidding, pay an amount, which is less than the amount fixed by the auctioneer, or retract a bid.

PAYMENT OF BALANCE MONEY

25. The buyer shall pay Balance of the purchase price as per the chart given below : (The last date for payment is given in BOLD TYPE)
- a. If a bid amount is less than Rs. 10 lakhs - on or before **24th January 2006**
 - b. Above Rs. 10 lakhs to Rs. 50 lakhs - on or before **31st January 2006**
 - c. Above Rs. 50 lakhs to Rs. 1 crore - on or before **5th February 2006**
 - d. Above Rs. 1 crore - on or before **10th February 2006**
26. If the purchaser fails to make payment and/or take delivery of the material, **Container Corporation of India Limited** shall have the right to auction the un-delivered material immediately in the next auction without any intimation to the successful bidder and the bid money deposited by the bidder shall be forfeited.

INCIDENTAL/ OTHER COSTS

27. The cost of material handling, i.e. de-stuffing etc. shall be borne by the bidder and payment has to be made to the **Container Corporation of India Limited** at the rate prevailing at the time of taking delivery.

FREE PERIOD

28. Delivery should be taken within 3 days (FREE PERIOD) from the last date for payment recorded herein above (**Clause No. 25**) and in any case within seven days.

TAXES

29. All bids' invited are for the net amount accruable to Container Corporation of India Limited and relevant taxes, levies, etc. except Customs Duty shall be payable by the bidder and these taxes shall be treated as extra and are expected to be paid before taking delivery.
30. It is expressly made clear that, all the taxes, i.e. State Excise Duty, Sales Tax, Octroi etc. shall be borne by the purchaser. However, Sales Tax shall be paid before taking the delivery of consignments to **Container Corporation of India Limited**
31. Rate of Sales Tax/ VAT payable to home state shall be announced when the item is called for auction.

DELIVERY

32. The goods shall be lying in the premises after the conclusion of the bidding at the sole risk and cost of the purchaser in all respect and the bidder should take the delivery at his own expenses at the earliest and in any case not later than the period prescribed above
33. Delivery of goods will commence effective from **23rd January 2006** subject to receipt of full payment by the **Container Corporation of India Limited**.
34. In case the purchaser does not present himself for delivery and desires that the delivery may be given to Custom House Agent (CHA) OR a representative having a power of attorney on a non – judicial stamp paper duly executed before and authenticated by a Notary Public or any Law Court Judge or Magistrate may be furnished to **Container Corporation of India Limited**. Administration at the time of taking delivery of the material

SHORTAGE

35. Goods are being sold on "As is and Where is and Whatever it is basis" and on 'No Complaint Basis' on "Lot basis". Weights indicated OR quantities recorded in the catalogue are approximate. **Container Corporation of India Limited** shall not take the responsibility with reference to weights and measurements and quantities, qualities etc. Bidders are participating for the lot which is offered. The decision of **Container Corporation of India Limited** shall be final and binding in this regard.

EXCLUSIVE RIGHTS

36. **Container Corporation of India Limited** reserves the right to modify and amend 'Terms and Conditions' and announce the same if need be while the auction is in progress or prior to commencement of auction.
37. **Container Corporation of India Limited** is not bound to accept the highest offer.

DISPUTES

38. In case of any dispute, the same shall be referred to a single arbitrator, to be appointed by the **Container Corporation of India Limited** and the Arbitration proceedings would be governed by 'Arbitration and Conciliation Act' 1996.
39. The fees and expenses towards arbitration proceedings shall be shared, equally, by the parties to the dispute and shall be paid in advance to the auctioneer. The jurisdiction for appealing against the award in a court, or any other proceedings under the Arbitration Act, shall be that of courts in Nagpur City only.

SPECIFIC CONDITIONS FOR TENDER CUM AUCTION SALE

40. Bidders are requested to submit their OFFER in a sealed cover **separately for each lot** as per the Proforma in **Annexure- A**.
41. Bidders **should record Lot No.**, Bidder's name and full address in BOLD on the Envelope. **This envelope should contain an Earnest Money Deposit equivalent to 25% of the offered amount to be paid by way of Demand Draft drawn on Nationalised Banks ONLY.**
42. Tenders without EMD will not be considered. **Cheques will not be accepted as EMD.**
43. The sealed Covers should be dropped in the Tender Box on the Day of the Auction placed in the auction hall between 9 a.m. to 10 a.m. After 10 a.m. tenders would not be received and Tender Box would be removed.
44. Tenders received for the Lot will be opened after the auction for a particular lot is concluded and the highest offer received shall be accepted OR rejected.
45. The Sellers are not bound to accept the highest Auction Bid OR Tender Offer and on such an event **Container Corporation of India Limited** need not disclose any reason for the same.
46. **Bidders who have submitted their offers through Tenders for a Particular Lot can participate in the Auction for that Lot provided they Register themselves as BIDDER by paying Caution Money Deposit of Rs. 10,000/- (Rupees Ten Thousand Only).**

Any violation of conditions of participation means losing your caution money, may please be noted.

OFFER BY TENDER

LOT NO.

NAME OF THE TENDERER :

ADDRESS :

PHONE:

AMOUNT	EMD (25% OF THE AMOUNT)	D.D. NO. & DATE	BANK DRAWN

- Tenderers are advised to xerox this page, AND Acceptance Form if they want to quote for more than one lot and submit the same in each envelope separately for each lot.
- Tenderers are also advised to submit their offers in separate envelopes for each lot and clearly record Lot Number, Name and Full address of the Tenderers in bold letters on the envelope(s)
- Even if you are participating thorough Tender, you can independently register and participate in the auction to ensure that, you are winner of the lot, if the auction price shoots above your tendered quote.

SIGNATURE OF TENDERER

Acceptance Form duly filled in along with visiting card is to submitted at the Reception Counter at the Auction Hall along with Caution Money

Note- All entries compulsory

Bidder No. _____

ACCEPTANCE FORM

DATE: 18th January 2006

I/ We confirm having

1. Gone through the above-mentioned terms and conditions and agree to take part in the Public Auction for sale of cargo by **Container Corporation of India Ltd.**, Nagpur Container Terminal, Behind Narendra Nagar, Ajni, Nagpur – 440 027
2. I/We have read the terms & conditions mentioned in the catalogue & I/We confirm that, I/ we have understood the same very clearly. There is no ambiguity whatsoever & they are acceptable to me/ us & shall be binding on me/ us.
3. The decisions taken by representatives of Customs/ Custodian in all respects shall be binding on me/ us.
4. I/we also undertake to abide by the additional conditions if conveyed during the auction/ prior to auction, including the announcement of correction in catalogue and/or additions or deletions of items being offered for sale.
5. I/ we note with due care that the Auctioneer shall be making the corrections with the consent and knowledge of the Customs/ Custodian. Auctioneer shall not be liable for these last minute change.
6. Having inspected the material and satisfied with the condition and quantity of the material, I/ we agree to take part in this Public Auction on an “AS IS, WHERE IS and Whatever It is Basis” and “NO COMPLAINT BASIS”.
7. I/We also understand that I/we am/are legally bound to purchase the material at the Price at which I/we place the bid.

Name of the Company _____

Contact Person(s) _____

Designation _____

Address _____

Phone/ Fax _____ **Mobile No.** _____

E Mail (1) _____ **E Mail (2)** _____

(Note: In the event, if any information recorded herein above is found in-correct/ in-complete, the Participation shall be liable for cancellation by CONCOR at any time. I/we shall not be entitled to any claim for Refund arising from the same.)

Auction Date	DD/ PO No.	Bank Name	Branch	Dated	Caution Money Amount

Signature of Authorised Signatory with Name and Co. Seal.

Best Mulyankan Consultants Ltd.

307-A, BEST Building, Opp. Rly Stn., Andheri (W), MUMBAI – 400 058. PHONE : 91-022-2628 5662

Lots Offered For Tender Cum Auction on 18th January 2006

Lot No.	Container No.	Size	No. of Pkgs	Cargo Weight (MT)	Cargo Description
1	ZIMU2447044	20'	LOOSE	94.57	HMS
	GSTU3415541	20'	LOOSE		
	GSTU4642426	20'	LOOSE		
	ICSU4983040	20'	LOOSE		
2	ZIMU2686579	20'	LOOSE	57.02	HMS
	ZIMU2229227	20'	LOOSE		
	TRLU2379729	20'	LOOSE		
3	AMFU8602395	40'	38	125.55	WASTE PAPER
	TRIU9717850	40'	37		
	SEAU8674060	40'	37		
	APMU8023823	40'	39		
	TTNU9700699	40'	38		
4	MSCU8373917	40'	38	41.76	WASTE PAPER
	MSCU8146929	40'	35		
5 *	TGHU4276695	40'	LOOSE	173.88	SCRAP
	ECMU4091963	40'	LOOSE		
	ECMU4298729	40'	LOOSE		
	TPHU5140551	40'	LOOSE		
	CLHU4425983	40'	LOOSE		
	TOLU2246485	40'	LOOSE		
	CLHU4317799	40'	LOOSE		
	ECMU4333769	40'	LOOSE		
	ECMU4044508	40'	LOOSE		
CLHU4116773	40'	LOOSE			
6 **	LMCU0376760	20'	LOOSE	317.36	SCRAP
	LMCU0285850	20'	LOOSE		
	LMCU0318906	20'	LOOSE		
	LMCU0374860	20'	LOOSE		
	LMCU1010158	20'	LOOSE		
	LMCU0382654	20'	LOOSE		
	LMCU0381581	20'	LOOSE		
	LMCU1022708	20'	LOOSE		
	LMCU0267075	20'	LOOSE		
	LMCU1006081	20'	LOOSE		
	LMCU0320884	20'	LOOSE		
	LMCU0374767	20'	LOOSE		
	LMCU1061999	20'	LOOSE		
	LMCU0208236	20'	LOOSE		
	LMCU0269252	20'	LOOSE		
	LMCU0252938	20'	LOOSE		
LMCU1019670	20'	LOOSE			
7	FCL DESTUFFED		LYING IN LOOSE	6	SCRAP
8	TRIU 4370460	40'	468	2.94	BIJA (WOOD MEDICINE)
9	POCU0000640	20	424	18	TEAK WOOD

	CLHU2280371	20	434	18	
	PONU0913108	20	414	18	
	PONU0500423	20	433	18	
10	MSCU2338312	20	LOOSE	22.615	HMS
11	Export Surplus	LCL	5	5000 kgs	Refractory Material Monolithic - Quality T 87 / 90
12	Export Surplus	LCL	2	2000 kgs	Refractory Material - Type 31 - Model 35/ 8 - Tata DOL O B - 1 - 70 pieces
13	Export Surplus	LCL	4 drums	183 kgs nett	NB Salfat - 2003
14	Export Surplus	LCL	a)150 bags + 42 bags b) sweeping	9000 kgs 10000 kgs	Paraboil Rice - 150 bags - White Bags - 50 kg each and Small Rice Parabol - 42 bags of 40 kgs each
15	Export Surplus	LCL	1	1443 kgs nett	Refractory Material - Type 01 - Size 3 P - 10 - Tata DOL O B - 1 - 130 pieces

* Material is partly stored in these containers CXIU2211584 -12.635, NSLU2001545-10.985, CXIU2215970-8.79, NSLU2001397-4.00, IN DSO-36.41 MT, IN ISO-137.47 MT, TOTAL WT-173.88

** Material is partly stored in these containers ILCU5017005-6.97, ILCU-5027024-5.66, ILCU5022779-9.04, RPGU2036609-6.62, ILCU5022911-9.09, ILCU5023950-10.75, ILCU5023250-10.14, ILCU5033428-6.84, ILCU5025510-6.15, ILCU5023986-9.35, ILCU5028150-7.23, ILCU5023097-4.41, CRXU2673415-9.00, CXIU2215373-4.23, CRXU2463450-7.38, RPGU2031715-6.57, RPGU2031715-6.57, RPGU2031715-6.57, RPGU2031464-8.94, CXNU2212334-4.81, ILCU5033053-13.10, ILCU5014686-13.98, ILCU5035441-17.13, ILCU5015230-9.58, TRIU3869114-11.665, CRXU1717458-9.90, 17X20' MDN DESTUFFED IN 24 DSO CNTR, IN DSO-208.535 MT, IN ISO-108.825 MT, TOTAL WT-317.36